



**CITY OF ROCKVILLE  
111 MARYLAND AVENUE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 41-14  
FURNISH ONE WALK-BEHIND, STACKER FORKLIFT**

Sealed bids addressed to the City of Rockville, Maryland for the purchase of one walk-behind, stacker forklift will be received at the City of Rockville, Purchasing Division, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00PM; May 06, 2014**, at which time, the bids will be publicly opened and read aloud in the Mayor and Council Chambers on the 3<sup>rd</sup> Floor.

**Please Note: Delivery time may be a factor in determining an award. Any forklift offered must be delivered within thirty (30) days from receipt of any subsequent order. The City reserves the right to make an award to the bidder offering the best delivery time, if in the best interest of the City, and/or disqualify bidders who fail to meet the aforementioned delivery requirement.**

**SECTION 1 - ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS**

**1. Procurement Rules:**

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.
- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
2. The acronym “**ADA**” means the Americans with Disabilities Act of 1990, as amended.
3. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
4. The term “**bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
5. The term “**City**” means the City of Rockville.
6. The term “**Contractor**” means a bidder that is awarded a contract as a result of this IFB.
7. The term “**day**” means calendar day unless otherwise specified in this document.
8. The term “**dollar**” and the symbol “\$” mean United States of America dollars.
9. The acronym “**FMVSS**” means Federal Motor Vehicle Safety Standard.
10. The terms “**you**” and “**your**” means the same as the term “bidder” above.
11. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

2. **Proposed Schedule:**

- A. IFB release date – Friday, April 18, 2014
- B. Questions Due – Friday, April 25, 2014, before 8:30 A.M.
- C. **IFB closing date – Tuesday, May 06, 2014, 2:00 P.M., local time.**
- D. Opening/Reading of bids – Tuesday, May 06, 2014 after 2:00 P.M. local time
- E. Issue Purchase Order – May 27, 2014

3. **Questions Concerning this Invitation for Bid (IFB):**

- A. Questions concerning any portion of this IFB should be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this IFB. Questions should be submitted 8:30 A.M., Friday, April 25, 2013.

- B. Mark subject line or cover page or envelope "**Questions on IFB #41-14.**

- C. Submit questions to: Jonathan Pierson, C.P.M.  
Contract Specialist  
City Of Rockville  
Telephone: 240.814.8433  
Fax: 240.814.8439  
E-mail : [jpierson@rockvillemd.gov](mailto:jpierson@rockvillemd.gov)

- D. Failure by a Bidder to ask questions or request changes by the dates indicated above shall constitute the Bidder's acceptance of all of the terms, conditions and requirements set forth in this IFB.
- E. No answers given in response to questions submitted shall be binding upon this IFB unless released in writing as an addendum to the IFB by the City Of Rockville, Purchasing Office.
- F. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.
- G. To ensure fair consideration for all potential bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidders. Such addendums, if issued, will posted at the addresses listed below:  
  
<http://www.rockvillemd.gov/business/bids.htm>  
  
<https://emaryland.buyspeed.com/bso/external/publicBids.sdo>
- H. Please note, that it is SOLELY the bidder's responsibility to check one of the above sites frequently for Addenda, which may impact pricing, requirements, terms and/or conditions. Failure to sign and return an Addendum with your bid proposal may result in rejection of the bid proposal as non-responsive.

4. **Delivery of Bid Proposal:**

- a. Your bid proposal (offer) shall be sealed and delivered or mailed to:

City of Rockville  
Purchasing Division  
2<sup>nd</sup> Floor  
111 Maryland Avenue  
Rockville, Maryland 20850

b. Clearly mark each bid proposal package with:

BID NUMBER: **IFB # 41-14**

BID TITLE: Forklift, **Forklift, Walk-Behind**

BIDDERS NAME: (Insert Bidder's Name and Address)

DUE DATE: **Tuesday, May 06, 2014**

- B. Failure to clearly mark each bid proposal package with this information may cause the City of Rockville to open the bid proposal package before the official closing date and time. If the bid proposal package is opened due to lack of markings, it shall be resealed and opened at the official IFB opening.
- C. **It is solely the Bidder's responsibility to ensure that its bid proposal package is DELIVERED TO and ACCEPTED by the City of Rockville's Purchasing Division at the above specified address prior to the official closing date and time. A bid proposal will not be considered for award if received in the City of Rockville's Purchasing Division after the official closing date and time.**
- D. **Note:** Please ensure that if you use a third party carrier (USPS, FedEx, Airborne, UPS, etc.) that the carrier is instructed to deliver your bid proposal package **only** to the address above.
- E. The City will not accept facsimile (fax) or electronic submission of bid proposals.

5. **Public Bid Opening:**

- A. Shortly after the date and time specified above, all bid proposals that have been timely accepted by the City of Rockville will be opened, recorded, and accepted for consideration.
- B. The bid opening will be held in the Mayor & Council Chambers on the Third Floor of the address listed above.
- C. The names of the bidders submitting bid proposals will be read aloud and recorded. The bid proposals will be available for inspection during normal business hours in the Purchasing Division after the official bid opening.
- D. Individuals covered by the Americans with Disabilities Act of 1990 (ADA) in need of accommodations to attend public bid openings or meetings should contact the ADA Coordinator at 240.314.8100, TDD 240.314.8137 at least five days prior to the closing date.

**6. Evaluation of Bids:**

A. The City will review each bid proposal received and accepted prior to the official closing date and time for responsiveness:

1. Has the Bidder conformed to all requirements of this Invitation for Bid?
2. Are all forms properly signed and sealed as required?
3. Are all required documents included with the bid proposal package?
4. Did the Bidder take any exceptions to the requirements?

B. Price Reasonableness and Price Realism Reviews:

1. The Purchasing Manager will have all price proposals analyzed against City's initial price estimate for price reasonableness (price too high) and price realism (price too low);
2. The Purchasing Manager may have additional confidential price analysis(es) conducted on any price proposal;
3. If based upon the price analysis, the Purchasing Manager determines that the price proposed appears unreasonable or unrealistic the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
4. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

C. Unbalanced Bid:

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.
2. If the Purchasing Manager determines that the bid appears to be unbalanced, the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
3. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

**7. Award of Contract:**

- A. **IF** the City of Rockville awards a contract as the result of this Invitation for Bid, the City intends to award it to the responsible bidder with the lowest priced responsive bid; however, nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
- B. Your bid proposal is a binding offer to the City. The City will consider the bid proposal (offer) that you, the Bidder, make to the City as a binding offer for not less than 90 calendar days from the IFB closing date. The City may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The City will consider the signed bid proposal as an offer by you and such offer shall be judged accepted by the City only in accordance with all requirements listed below.
- C. The City is not obligated to make any award as a result of this IFB.
- D. The City has the sole discretion and reserves the right to cancel this IFB, and to reject any and all bids, to waive any and all informalities and/or minor irregularities, or to re-advertise with either the identical or revised scope of work, if it is judged to be in the City's best interests to do so.
- E. In the event of default by the awarded Bidder, the City reserves the right to award a contract to the responsible bidder with the next lowest priced responsive bid without any further notice or competition.
- F. The City reserves the right to reject any bid proposal determined by the Purchasing Manager to be inadequate or unacceptable.
- G. Acceptance of Offer: A bid proposal / offer will be considered accepted by the City and a contract formed between the City and the Bidder upon the issuance of a City of Rockville purchase order.

**8. Notice to Bidders from Outside Maryland:**

"Pursuant to [7-201 et seq. of the Corporations and Associations](#), Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

**9. U.S. Treasury Employer Identification Number:**

Bidders must supply with its bids its U.S. Treasury Department Employers' Identification Number as such number is shown on its Employer's quarterly Federal Tax Return ([U.S. Treasury Department Form No. 941](#)). This number shall be inserted on the Bid Proposal Form in the space provided.

**10. Qualification to Contract with Public Body:**

Each Bidder must be qualified to bid in the State of Maryland in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code Of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

**11. Minor Informality:**

The Purchasing Manager reserves the right to waive a minor informality, immaterial bid defect and/or technicality if such waiver is determined to be in the best interest of the City. A minor informality or immaterial defect means a bid requirement that is merely a matter of form or is an immaterial provision in the solicitation. A bid defect is immaterial when the significance of the defect is negligible when contrasted with the total cost or scope of the procurement. A technicality is a small detail in specification, requirement, term or condition that forces an unwanted, unexpected and/or negative result upon the City. The decision of the Purchasing Manager with respect to whether a requirement is a minor informality, whether a bid defect is immaterial, or whether a technicality exists, as well as, whether or not a waiver is in the best interest of the City is final and may not be challenged by a bidder.

**CITY OF ROCKVILLE**  
**MARYLAND**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**  
**NON-CONSTRUCTION – 10/2012**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids shall be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - References, if requested
  - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://www.rockvillemd.gov/Bids.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge



an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within 90 days after the date of bid opening, unless extended by mutual consent of all parties.
6. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
  - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Manager prior to the time set for bid opening.
  - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Manager determines that the mistake was inadvertent and bona fide;
  - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
  - d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
  - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.

7. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
8. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only.
9. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
10. **TAX EXEMPTION** The City is exempt from the payment of any Federal excise or any Maryland sales tax.
11. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.

12. **BID AWARD**

In determining the responsibility of a bidder, the following criteria will be considered:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance on previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

7. The quality, availability and adaptability of the goods or services to the particular use required;
  8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  9. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  10. Such other information as may be secured by the City having a bearing on the decision to award the contract.
13. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than 30 days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than 30 days.
14. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Manager. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the bid / contract documents. The Contractor shall take no advantage of any error or omission in these bid / contract documents.
15. **BRAND NAME OR APPROVED ALTERNATE**
- A. Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications.
  - B. The City will review the literature provided by the Bidder and compare it against the salient characteristics of the City identified Brand Name.
  - C. The City reserves the sole right to accept or reject any item offered as an alternate.
16. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
17. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name

of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.

18. **BILLING** Unless otherwise specified invoices shall be submitted to the “Bill To” address on the Purchase Order immediately upon completion of the shipment or services.
19. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor’s failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
20. **ACH PAYMENT:** The City of Rockville pays its contractors via an Automatic Clearing House (ACH) process in lieu of check payments delivered by the US Postal Service. The ACH process allows the Contractor to have its payment deposited directly to a designated financial institution account. A Contractor must complete and submit an ACH application (available at <http://www.rockvillemd.gov/DocumentCenter/View/429>) prior to receiving any payment from the City.
21. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
22. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
23. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City’s discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications’ intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Manager and it is the Contractor's responsibility to obtain said authorization.

24. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
25. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
27. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
28. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or

appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

29. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
30. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
31. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
32. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
33. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor

shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address:

[http://www.rockvillemd.gov/business/Rockville\\_Confidentiality\\_Policy.pdf](http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf).

34. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and Federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
35. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
36. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records,

and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

37. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
38. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
39. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent shall cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

40. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to



the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

41. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
42. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
43. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
44. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part

of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.

45. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.

46. **GUARANTEE PERIOD**

- A. The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.
- C. If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.
- D. Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

## **SECTION 2 - SPECIAL PROVISIONS**

### **2.1. CONDITION OF WALK-BEHIND, STACKER FORKLIFT SUPPLIED:**

- A. The walk-behind, stacker forklift and all accessories and components shall be new and free from defects and except as noted herein shall be standard product of current manufacture. Unless otherwise noted in the specifications, the Contractor shall abide by specific manufactures' instructions and recommendations on installation and operations
- B. The term "heavy duty", when used in this specification, shall mean that the Bidder shall supply the largest size or the strongest component that is available as an option for the type of walk-behind, stacker forklift specified. The usage of a "brand name or approved alternative" specification is for the purpose of describing a characteristic, a standard of quality, or the level of performance desired and is not intended to limit or restrict bidder competition. The Bidder may offer any brand which meets or exceeds the specification UNLESS "Brand Name Only" is specified. Bids on other makes and models will be considered provided the Bidder clearly states in its Bid Proposal forms what is being proposed and attaches completed descriptive literature with its Bid Proposal forms indicating how the characteristics of the item being offered meets or exceeds the specification. The City reserves the right to accept or reject items offered as an equal / alternate.

### **2.2. ADDITIONAL QUANTITIES**

The City reserves the right to order one or more additional walk-behind, stacker forklift at the awarded bid price within 90 days from the bid closing date, or as extended by the Bidder.

### **2.3. PAYMENT TERMS**

- A. The City will remit full payment within 30 days after receipt and acceptance of the walk-behind, stacker forklift, and the proper invoice.
- B. Getting Paid. There are 5 conditions that need to be met before the City of Rockville can make a payment:
  - 1. The walk-behind, stacker forklift is delivered to the specified address, and
  - 2. The delivered walk-behind, stacker forklift is found to be in full compliance with these IFB specifications and requirements, including all paper work, manuals, CD/DVD, warranties, and requested options, and
  - 3. The Contractor has submitted a properly completed invoice to the address specified on the Purchase Order, and
  - 4. The Contractor has filed a completed and signed IRS Form W-9 with the City's Purchasing Division, available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

5. The Contractor has filed a completed and signed ACH application with the City's Purchasing Division, (available at <http://www.rockvillemd.gov/DocumentCenter/View/429>).

#### **2.4. DEFECTIVE VEHICLES, EQUIPMENT, SUPPLIES/SERVICES**

The City will reject any defective or unsuitable materials, components, workmanship or unit operation and such defects shall be cured by the Contractor. If any aspect of the item supplied is found to be defective or damaged before final acceptance, the contractor shall cure such defect(s) in a manner satisfactory to the City, without extra compensation even though said defect may have not been due to any act or neglect of the Contractor.

### **SECTION 3 – DELIVERY REQUIREMENTS**

- A. The awarded Bidder (Contractor) shall deliver the walk-behind, stacker forklift within the number of days offered on the Bid Proposal Form. The walk-behind, stacker forklift shall be delivered to the Stockroom located at 14625 Rothgeb Drive Rockville, Maryland 20850, between of 8:30 A.M. and 1:30 P.M. Monday through Friday, excluding holidays.
- B. The Contractor shall contact Mr. Warren Scriven, Stockroom Supervisor, at 240.314.8441 with notification of the expected delivery date at least 24 business hours prior to delivery.
- C. The walk-behind, stacker forklit shall be fully serviced before delivery, with all recommended lubricants, all required adjustments completed, and at least 5 hours of battery charge.

#### **3.1. DEALER DOCUMENTATION AND PREPARATION**

The walk-behind, stacker forklift shall be delivered with the following documents:

- 2. An hour usage statement (if applicable)
- 3. A Certificate of Origin,
- 4. An invoice for the Walk-behind, stacker forklift indicating all charges,

#### **3.2. MANUALS**

At the time of delivery, the contractor shall provide:

- A. One operator's manual for the walk-behind, stacker forklift, and
- B. One COMPLETE set of repair/shop manuals for the year and model of the specific type unit provided. This shall include all manuals and schematics for: Body, Chassis, Emission, Electrical, Electronics, Vacuum, Hydraulics, and Auxiliary Systems. **NOTE:** CD/DVD style manual is preferred.
- C. One operator's manual for the battery charging system, and
- D. One COMPLETE set of repair/shop manuals for the battery charging system.

#### **3.3. WARRANTIES AND REGULATIONS:**

- A. The Bidder shall clearly state the terms of all warranties with in its bid proposal. The Paratransit Bus body and its components must comply with all State of Maryland and Federal Department of Transportation codes and regulations. All component installation will conform to the latest recommendations, procedures, and regulations of the following organizations: ASME, ASTM, AISI, API, AWS, DOT, FPS, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, OSHA, SAE, TTMA, USAIS. ANSI and CE Certified meeting ANSI Z245.1 safety standard.

- B. All warranties shall start the day the walk-behind, stacker forklift is placed in service by the City of Rockville and shall be accompanied by an in service certification form provided by manufacturer.

**SECTION 4 – BIDDER INSTRUCTIONS:**

- A. Complete every space in column B – BIDDER’S SPECIFICATIONS column.
- a. The Bidder shall indicate that the item being bid is exactly as specified by stating “AS SPECIFIED” in COLUMN B next to each item of the specifications.
  - b. If the item being bid is not as specified, provide a full written explanation of the deviation.
- B. Submit the original and one copy of Section 5 Technical Specifications with your bid proposal.
- C. Submit 2 brochures or sets of literature describing the walk-behind, stacker forklift that you are offering in response to this IFB 41-14.
- D. Submit 2 brochures or sets of literature describing all components and accessories that you are offering in response to this IFB 41-14.
- E. Submit two 2 copies of the vehicle drawing of forklift layout for exterior and interior which shall include all exterior dimensions, and all interior seating locations, spacing, and configuration.
- F. Write in the time that you will hold your bid price firm if the City awards you a contract and desires to purchase an additional walk-behind, stacker forklift from this IFB. Minimum 90 days from the Bid closing date.
- G. Complete the appropriate section of Bidder identification (Individual, Partnership, Corporation).
- H. Complete and sign the Affidavit Of Qualification To Contract With A Public Body.
- I. Complete and sign the Non-Collusion Affidavit.
- J. Provide at least 3 references who have used the same or similar walk-behind, stacker forklift with in the past 3 years.

## SECTION 5: Technical Specifications:

The following are the **minimum** requirements for one 2014 walk-behind, stacker forklift. The forklift shall be constructed in accordance with all Federal specifications and have capacity for 1 operator.

**Complete this form and submit the original and 1 copy with your bid proposal.**

Complete every space in Column B – Bidder’s Proposed Specifications column. Indicate that the item being bid is exactly as specified by writing “AS SPECIFIED” in Column B next to each item in Column A City’s Specifications, OR, if the item being bid is not as specified, write a full explanation of the deviation in the box.

Column A City’s Specifications	Column B Bidder’s Proposed Specifications
<b>1. MAST:</b>	
1.1. 2-Stage (FV) Mast With Full Free Lift	
1.2. Lift Height – 143”	
1.3. Overall Lowered Height – 91”	
1.4. Free Lift – 50”	
<b>2. LIFTING CAPACITY</b>	
2.1.1. 1,600 LBS. At 24” Load Center To Masts Full Lift Height	
<b>3. CARRIAGE</b>	
3.1. ITA Hook Type, 34” Carriage	
<b>4. FORKS</b>	
4.1. 42” x 4” x 1.5”, Class II	
<b>5. ADJUSTABLE BASELEG DIMENSIONS</b>	
5.1. 42” Inner	
5.2. 50” Outer	
<b>6. LOAD BACKREST</b>	
6.1. 40” High Load Backrest	
<b>7. SPEEDS</b>	
7.1. Travel Speed: 3.60 mph	

<b>Column A City's Specifications</b>	<b>Column B Bidder's Proposed Specifications</b>
7.2. Lift Speed: 41 fpm	
<b>8. VOLTAGE</b>	
8.1. 24 Volt Electrical System	
<b>9. STEERING</b>	
9.1. Manual Steering Multifunction Control Handle	
<b>10. BATTERY COMPARTMENT</b>	
10.1. Length: 27.3"	
10.2. Width: 7.8"	
10.3. Height: Open	
<b>11. WHEELS AND TIRES</b>	
11.1. Drive (Diameter X Width): 10" X 5"	
11.2. Load (Diameter X Width): 4" X 3"	
<b>12. BATTERY/CHARGER PACK</b>	
12.1. 24 Volt	
12.2. 7.8" Wet Cell (152 AH)	
12.3. UL Label Compliant	
<b>13. ELECTRIC DISC BRAKE</b>	
<b>14. THERMAL PROTECTION AND CURRENT LIMITING CIRCUITRY</b>	
<b>15. PRESSURE COMPENSATED VALVE FOR CONSTANT LOWERING</b>	
<b>16. CAN-BUS CONTROLLER COMMUNICATION</b>	
<b>17. OPERABILITY/PERFORMANCE</b>	
17.1. Separately Excited Drive Motor	
17.2. Regenerative Braking	
17.3. Electronic Touchpad With Keyless Entry	
17.4. Password Protected Performance	



<b>Column A</b> <b>City's Specifications</b>	<b>Column B</b> <b>Bidder's Proposed Specifications</b>
Parameters For Up To Ten (10) Operators	
17.5. Controller With Programmable Service Indicator And Self Diagnostics With Error Code Memory, Where Information Is Provided Through A Digital Display For Troubleshooting Without The Use Of An External Han-Held Service Tool.	
17.6. Programmable Auto Power Off System	
<b>18. RELIABILITY/DURABILITY</b>	
18.1. All Steel Frame Construction	
18.2. Interlocking Mast Channel Construction With Ball Bearing Roller Design	
18.3. High Durometer Polyurethane Drive Tire And Load Wheels	
18.4. One Piece Service Access Cover	
18.5. No Drive Contactors	
18.6. Bolt-On Mast Mounting	
18.7. Overload Protection Valve	
18.8. Bolt-On Baselegs With Tapered Toe Box	
<b>19. ERGONOMICS</b>	
19.1. Control Handle Equipped With Large Dual Thumb Wheels	
19.2. Lift, Lower And Horn Buttons	
19.3. Knuckle Guard	
19.4. Hand Grips	
19.5. Reversing Switch	
19.6. Anti-Roll Protection System	
19.7. Wrap-Around Steel Bumper	

Column A City's Specifications	Column B Bidder's Proposed Specifications
19.8. High Visibility mast With Safety Glass Mast Guard	

**20. Warranty**

20.1. Forklift to be provided with standard manufacture warranty

LIST STANDARD COVERAGE:

Major Components	Months	Hours
Other Components	Months	Hours
<i>Other: List</i>	Months	Miles
<i>Other: List</i>	Months	Miles
<i>Other: List</i>	Months	Miles
<i>Other: List</i>	Months	Miles

**21. Extended Warrant Options**

Item	Describe what is Covered	Time Months / Hours	Cost

**BID PROPOSAL FORM  
INVITATION FOR BID 41-14  
FURNISH ONE WALK-BEHIND, STACKER FORKLIFT**

**THESE FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH IN DUPLICATE.**


In accordance with your notice and requirements contain in the detailed specifications of this bid, we propose to supply the following item:

Item #	Item Description	TOTAL COST
1 Each	WALK-BEHIND, STACKER FORKLIFT	
Forklift Brand		
Make		
Model		
Battery Charger Pack Manufacturer		
Make		
Model		

Deliver within \_\_\_\_\_ days after receipt of purchase order.

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box): Addendum #1 ☐ , Addendum #2 ☐ , Addendum # 3 ☐ , Addendum #4 ☐

BIDDER INFORMATION			
Company Name			
Company Address			
City		State / Zip	
Telephone		Fax Number	
Company Representative			
E-Mail Address			
Web Address			
U.S. Treasury Employer's Identification Number			
DUNS #			

BIDDER'S AUTHORIZED REPRESENTATIVE'S SIGNATURE	DATE
	
Print Name:	
Title:	

Have you completed and attached two completed copies of Section 5 Technical Specifications forms with this Bid Proposal Form?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Have you indicated that the item being bid is exactly as specified by stating "AS SPECIFIED" in COLUMN B next to each item of Column A City's Specifications, or described the variance? \_\_\_\_\_ Yes \_\_\_\_\_ No

Have you submitted two brochures or sets of literature describing the walk-behind, stacker forklift and all accessories you are offering in response to this Invitation For Bid #41-14? \_\_\_\_\_ Yes \_\_\_\_\_ No

Have you submitted two 2 copies of the vehicle drawing of walk-behind, stacker forklift for exterior and interior which shall include all exterior dimensions, and all interior seating locations, spacing, and configuration. \_\_\_\_\_ Yes \_\_\_\_\_ No

If awarded a contract, how long will you hold you price? \_\_\_\_\_ (Minimum 90 days)

#### **ADDENDA**

If an Addendum issued, it will be posted on the City's website - <http://www.rockvillemd.gov/Bids.aspx>. Bidders are responsible for checking the City's website periodically for all addenda prior to the due date. Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: # \_\_\_\_\_ or \_\_\_\_\_ none.

#### **EXCEPTIONS**

All exception taken to the specifications contained in this IFB 41-14 must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? \_\_\_\_\_ No \_\_\_\_\_ Yes

Describe exception: \_\_\_\_\_

**W-9 Form Required** Have you attached a completed IRS W-9 form? \_\_\_\_\_ No \_\_\_\_\_ Yes

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

**IF AN INDIVIDUAL:**

NAME: \_\_\_\_\_

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

FEDERAL IDENTIFICATION OR SSN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS PRINTED SIGNATURE: \_\_\_\_\_

**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: \_\_\_\_\_

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

FEDERAL IDENTIFICATION # OR SSN: \_\_\_\_\_

MEMBER SIGNATURE: \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS PRINTED NAME: \_\_\_\_\_

**IF A CORPORATION:**

NAME OF CORPORATION: \_\_\_\_\_

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

FEDERAL IDENTIFICATION OR SSN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (SEAL) DATE: \_\_\_\_\_

PRINTED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

WITNESS PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_:

**REMITTANCE ADDRESS (if different than above)**

STREET AND/OR PO BOX: \_\_\_\_\_

CITY / STATE / ZIP CODE: \_\_\_\_\_

**EMERGENCY CONTACT NAME:** \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

EMERGENCY SERVICES (24 hrs) PHONE: \_\_\_\_\_

**BIDDER REFERENCE FORM**  
**Complete and Return with Bid**

Submit at least 3 references where your organization has furnished a similar type of cutaway chassis bus within the past 3 years.

Reference #1 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of bus provided	

Reference #2 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of bus provided	

Reference #3 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of bus provided	

**AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY**  
**Complete, Sign, and Return with Bid**

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of  
\_\_\_\_\_ (insert organization name) whose address is  
\_\_\_\_\_

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.  
I affirm:

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any].\_\_\_\_\_

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit shall be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**NON—COLLUSION AFFIDAVIT**  
**Complete, Sign, and Return with Bid**

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization name) whose address is \_\_\_\_\_

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Metropolitan Washington Council of Governments Rider Clause

### USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The City Of Rockville shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

#### BIDDER'S AUTHORIZATION TO EXTEND CONTRACT TO:

Yes / No	Jurisdiction	Yes / No	Jurisdiction
	Alexandria, Virginia		Alexandria Public Schools
	Alexandria Sanitation Authority		Arlington County, Virginia
	Arlington County Public Schools		Bowie, Maryland
	Charles County Public Schools		College Park, Maryland
	Culpeper County, Virginia		District of Columbia
	District of Columbia Courts		District of Columbia Public Schools
	District of Columbia Water & Sewer Auth.		Fairfax, Virginia
	Fairfax County, Virginia		Fairfax County Water Authority
	Falls Church, Virginia		Fauquier County Schools & Government, Virginia
	Frederick, Maryland		Frederick County, Maryland
	Gaithersburg, Maryland		Greenbelt, Maryland
	Herndon, Virginia		Loudoun County
	Loudoun County Public Schools		Loudoun County Sanitation Authority
	Manassas, Virginia		City of Manassas Public Schools
	Manassas Park, Virginia		Maryland-National Capital Park & Planning Comm.
	Metropolitan Washington Airports Authority		Metropolitan Washington Council of Governments
	Montgomery College		Montgomery County, Maryland
	Montgomery County Public Schools		Prince George's County, Maryland
	Prince George's Public Schools		Prince William County, Virginia
	Prince William County Public Schools		Prince William County Service Authority
	Rockville, Maryland		Spotsylvania County Schools
	Stafford County, Virginia		Takoma Park, Maryland
	Upper Occoquan Sewage Authority		Vienna, Virginia
	Washington Metropolitan Area Transit Authority		Washington Suburban Sanitary Commission
	Winchester, Virginia		